

49517

GUARDIAN ELECTRIC

MANUFACTURING COMPANY

1425 LAKE AVENUE, WOODSTOCK, ILLINOIS 60098

TELEPHONE (815) 337-0050

CERTIFIED MAIL PO1 7150113

February 21, 1990

U. S. Environmental Protection Agency 5HS-11
230 South Dearborn Street
Chicago, Illinois 60604

Attention: Ms. Ruth Mancos
Emergency Support Section

Re: Request for Information Pursuant to Section 104(E)
of CERCLA and Section 3007 of RCRA, for the Conser-
vation Chemical Company Site in Gary, Indiana.
(6500 Industrial Highway)
(Gary, Indiana)

Dear Ms. Mancos:

Our company is in receipt of your Certified Letter (P-461-573-348)
sent to our former address at 1550 West Carroll Avenue, Chicago,
Illinois 60607.

Ms. Mancos, the fact that you have sent this letter to our former
location indicates that you are probably unaware that our company
has settled this matter. Enclosed are copies of (1) Notice of
Dismissal; (2) Executed copy of Covenant Not To Sue for 6500
Industrial Highway Group, V.K.A. Steel Company, et al., (Guard-
ian Electric Manufacturing Company) (N.D. Ind.) CIV No. H-89-0282.
Please note the 6500 Industrial Highway address is the same as
Conservation Chemical of Illinois, et al. All appropriate papers
were filed with the United States District Court, Northern District
of Indiana, Hammond Division, dismissing this action against
Guardian Electric Manufacturing in regards to this matter.

It is my hope that this letter and the enclosed documents will
suffice as an answer to your inquiry.

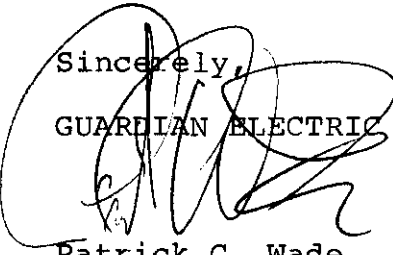
continued

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U. S. Environmental Protection Agency 5HS-11
February 21, 1990

If I can provide any additional information or be of additional assistance in regards to this matter, please feel free to contact me at this office.

Sincerely,



GUARDIAN ELECTRIC MANUFACTURING CO.

Patrick C. Wade
Administrative Assistant

PCW:vs
enclosures

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

FILED

OCT 16 1989

6500 INDUSTRIAL HIGHWAY GROUP,
an Unincorporated Association

Plaintiff,

vs.

K. A. STEEL CO., et al

Defendants.

At _____ M
RICHARD E. TIMMONS, CLERK
U.S. DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

CIVIL ACTION NO. H89-0282

NOTICE OF DISMISSAL

Comes now the Plaintiff, 6500 INDUSTRIAL HIGHWAY GROUP, an Unincorporated Association, by and through its attorneys, Burke, Murphy, Costanza & Cuppy, by David K. Ranich and give notice of the dismissal of Defendants, COLD METAL CO., INC., GUARDIAN ELECTRIC MFG. CO., LEVIN & SONS, INC., MARSHALLTOWN INSTRUMENTS, INC., McKESSON-CHEMICAL CO., MECH-TRONICS CORP., MID-WEST PLATING CO. f/k/a MID-WEST TIBON PLATING CO., RUSSELL, BURDSALL & WARD CORP.; SCOVILL MFG. CO. and WESTERN SLATE CO. for the reason that Plaintiff has reached an amicable resolution and settlement with the above-named Defendants. None of the above-referred Defendants have filed an answer or a motion for summary judgment, and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, notice is hereby given that the Defendants, COLD METAL CO., INC., GUARDIAN ELECTRIC MFG. CO., LEVIN & SONS, INC.,

MARSHALLTOWN INSTRUMENTS, INC., McKESSON CHEMICAL CO.,
MECH-TRONICS CORP., MID-WEST PLATING CO. f/k/a MID-WEST TIBON
PLATING CO., RUSSELL, BURDSALL & WARD CORP., SCOVILL MFG. CO. and
WESTERN SLATE CO. are dismissed without prejudice.

Respectfully submitted,

BURKE, MURPHY, COSTANZA & CUPPY
Attorneys for Plaintiff



DAVID K. RANICH
720 W. Chicago Avenue
East Chicago, IN 46312
(219) 397-2401

Covenant Not To Sue

This Covenant Not To Sue is entered into this ____ day of _____, 1989 by and between Joseph E. Costanza, David K. Ranich or Frederick M. Cuppy as duly appointed Attorney-in-Fact for Schwinn Bicycle Company, Gary Steel Supply Company, Bethlehem Steel Corporation, LaSalle Steel Company, AT&T Technologies, Inc., AT&T Information Systems Inc., Chicago Steel & Pickling Co., Amerock Corporation, Frantz Manufacturing Company, Illinois Tool Works, Jones Chemicals, A.B. Dick Company, Apollo Metals and American Chain & Cable Company (hereinafter these companies will be referred to as the "Participating Respondents") and GUARDIAN ELECTRIC MANUFACTURING CO. (hereinafter the "Nonparticipating Party").

RECITALS

A. The Participating Respondents are among the named respondents to an Administrative Order dated September 27, 1985 issued by the United States Environmental Protection Agency ("EPA") pursuant to 42 U.S.C. §9606 (hereinafter "the Order") that addresses conditions at the Conservation Chemical Company of Illinois site at about 6500 Industrial Highway in Gary, Indiana (hereinafter "the Site"). . . */ The Participating Respondents have or may have claims against the Nonparticipating Party in the

*/ The Site is approximately one-quarter mile southwest of where its access road joins Industrial Highway. It is bounded on the west and southeast sides by the Elgin, Joliet and Eastern Railroad and on the northeast side by a vacant industrial lot. The Gary Municipal Airport is located immediately southeast of the site.

nature of contribution or indemnification, including but not limited to claims under 42 U.S.C. §9607, for costs incurred by the Participating Respondents in responding to the Order.

B. The Participating Respondents and Nonparticipating Party desire to avoid the uncertainty and expense of litigation by amicably compromising and resolving these claims.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. The Nonparticipating Party will pay the Participating Respondents the total sum of Eleven Thousand Seven Hundred and Fifty Dollars (\$11,750.00).

2. The Participating Respondents covenant not to bring suit against the Nonparticipating Party or any of its officers, employees, agents or other representatives for any claim concerning Covered Matters. Covered Matters shall mean actions undertaken at the Site by the Participating Respondents prior to May 25, 1988 in responding to the Order. Covered Matters shall include the following activities:

- a. Preparing a fencing plan, health & safety plan, sampling plan and work plan;
- b. Constructing a fence around the Site;
- c. Implementing a worker safety program;
- d. Analyzing waste materials;
- e. Soliciting bids and selecting waste haulers and disposal facilities;
- f. Removing liquid and solid wastes from tanks;
- g. Decontaminating tanks and equipment;
- h. Transporting waste removed from tanks to off-site treatment and disposal facilities;
- i. Securing structurally unsound tanks;

- j. Preparing the final report to EPA; and
- k. Planning, managing, and auditing the above activities.

Covered Matters shall not include the following activities: (a) any future removal or remedial actions at the Site, (b) any actions undertaken at the Site by any State or federal government unit, and (c) any removal or remedial actions outside the Site.

3. The Nonparticipating Party through its representative agrees not to bring suit for any claim of any nature regarding Covered Matters against the Participating Respondents, any of their officers, employees, or agents, and any person or entity who by like agreement pays the Participating Respondents and receives from them a like Covenant Not To Sue.

4. Both the Participating Respondents and the Nonparticipating Party agree that all representations, warranties and agreements made with respect to the subject matters of this Covenant Not To Sue are specifically set forth herein, and that in entering into this agreement they have not relied on any representations, warranties or agreements other than those expressly set forth herein.

5. The Nonparticipating Party represents that it has been advised by counsel of the legal and practical effects of this instrument and represents it is executing and delivering this agreement of its own free will, without promises or threats or the exertion of duress.

6. The Nonparticipating Party represents that it is relying wholly upon its own judgment, belief and knowledge of the nature, extent, effect and duration of any claim of the Participating Respondents and does not rely upon any statement or

representation of any of the Participating Respondents or their officers, representatives, agents or employees.

7. This Covenant Not To Sue may be pleaded as a defense to any claim, action or other proceeding that arises out of the Covered Matters that may be brought, instituted or taken by the Participating Respondents, or any one of them, against the Nonparticipating Party or any of its officers, employees, agents, or other representatives.

8. This Covenant Not To Sue is not intended as a release and is not intended to release or otherwise affect any claims that the Participating Respondents, or any one of them, may have against any person, firm, corporation or entity except as expressly set forth herein or in any manner to limit the liability of any other person, firm, corporation or entity except as expressly set forth herein.

9. This Covenant Not To Sue shall be binding upon and shall inure to the benefit of the assigns and successors in interest of the parties to this Agreement.

10. This Agreement shall not constitute or be used as evidence of any admission of law or fact or a waiver of any right or defense by the parties except as expressly set forth herein. The parties do not admit to any fact or to any liability under, or violation of, federal, state or local law and no part of this Agreement shall constitute or be interpreted as such an admission.

11. This Covenant Not To Sue shall be governed by and construed in accordance with the laws of the State of Indiana.

The parties have executed this Covenant Not To Sue on the dates opposite their names. This Covenant Not To Sue is effective on the date of the last signature.

Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: September 13, 1989

Robert E. Jorgensen

Title: _____

On Behalf of:

Guardian Electric Mfg. Co.

Dated: _____

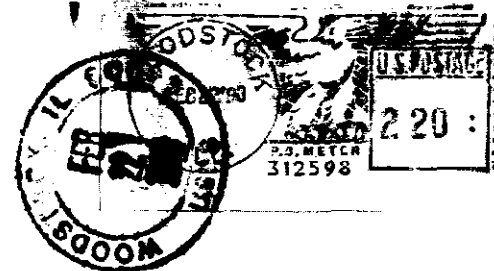
JOSEPH E. COSTANZA

Title: ATTORNEY-IN-FACT

On Behalf of:

"PARTICIPATING RESPONDENTS"

GUARDIAN  ELECTRIC
MANUFACTURING COMPANY
1425 LAKE AVENUE • WOODSTOCK, ILLINOIS 60098



PS Form

CERTIFIED

P01 7150113

MAIL

Ms. Ruth Mancos
Emergency Support Section
U.S. Environmental Protection Agency 5HS-11
230 South Dearborn Street
Chicago, Illinois 60604

**RETURN RECEIPT
REQUESTED**